

## **REMARKS/ARGUMENTS**

Applicant would like to thank the Examiner for his careful search and thorough review of the drawings, specification, and claims of the present application, and for his allowance of claims 5, 16 and 24. In the remarks that follow it is believed that all of the Examiner's concerns expressed in the Office Action mailed September 26, 2005, rejecting claims 1-4, 6-15, 17-23, and 25-27 have been addressed, but if the Examiner has any questions, the Examiner should feel free to contact the undersigned attorney.

This Amendment and Response to Final Office Action is being filed with a Request for Continued Examination ("RCE") and a petition for a three-month extension of time, along with a check for \$905. This paper is timely because March 26, 2006 fell on a Sunday. Should any further fee be needed, please charge our Deposit Account No. 23-0920, and deem this paper to be the required petition.

### **Objections to the Drawings**

The Examiner has objected to the drawings as not having numbers recited in the specification. The paragraphs of the specification having those reference numerals been amended to strike those reference numerals. No new matter has been introduced.

### **Rejections under 35 U.S.C. § 102**

#### **Rejection In View Of Ronen.**

The Examiner has rejected claims 1-3, 6, 8, 12-14, 17, 19-22, and 27 as being anticipated by Ronen. Applicant respectfully requests the Examiner reconsider and withdraw his rejection in view of the remarks that follow.

Applicant's remarks regarding the meaning of the term "account holder" in the prior amendment were addressed by the Examiner at the end of the Final Office Action in two parts. First, the Final Office Action stated: "[i]n response to applicant's argument that the references fail to show certain features of applicant's invention, it is noted that the features upon which applicant relies (i.e., account holder as a person responsible of an Internet access account) are not recited in the rejected claim(s)." The claims, as amended, now recite "the Internet account holder being a person or entity responsible for an account for Internet access." The new claim language is supported on page 11.

The account holder 12 is a person or entity responsible for the Internet access account 14, and can be responsible for payment, use, or the like. The account holder 12 can be the same as the user 18 of the account 14. Alternatively, the account holder 12 can be a different person or entity. For example, a user 18 could also be one of the parent's children, but the parent would still be the account holder 12. The user 18 can be an employee of a company, and the account holder 12 would be the company, exercising its prerogatives as an account holder 12 through supervisory employees of the company.

Second, the Final Office Action stated that: "Ronen teaches a session manager that translates a connection ID used to identify the user connection into a corresponding IP address which in turn is translated into a user's ID from which the user's account can be accessed (see column 2, lines 45-67). Therefore Ronen meets the scope of the claimed limitation. The cited portion of the patent reads:

The Billing Platform, in turn, using the Connection ID associated with the particular connection over which the request for service, information, etc. is being made, queries the Session Manager. The Session Manager thereupon translates that Connection ID to a corresponding IP address which, in turn, is translated into a user's ID from which *the user's account is accessed at the Billing Platform*. Once that user's account is accessed, authorization to proceed with the transaction is transmitted to the merchant ISP, which then completes the transaction with the requesting user. At the conclusion of the transaction, the billing information is provided from the merchant ISP back to the Billing Platform, *which bills the user's account in accordance with a predetermined billing mechanism previously established by the user* and determined by the Billing Platform in accordance with one or more parameters associated with the transaction. These parameters can include the amount of the transaction, the type of transaction, and/or the identity of the merchant ISP. Accordingly, the user's bank credit card, the user's debit card, the user's telephone account, the user's merchant credit card associated with the merchant ISP, or any other preselected billing mechanism is used to bill the user for the cost of the transaction.

Ronen, at column 2, lines 45-67 (emphasis supplied).

The claims, as amended, now recite "the Internet account holder being a person or entity responsible for *an account for Internet access*." (emphasis supplied) The "accounts" disclosed in Ronen are accounts for handling the financial aspects of purchasing from merchants, not Internet access accounts. Accordingly, Ronen does not teach a system that enables reaching the person or entity responsible for the Internet access account.

The same arguments as apply to dependent claims 2-5 and 13-15 as apply to their independent claims 1 and 12 respectively.

The Examiner has also rejected claims 6, 17, and 25 in view of the disclosure of Ronen. For the same reasons as the Internet access account holder is important to claims 1 and 12, it is important to claims 6, 17 and 25. The arguments applicable to claims 6, 17, and 25 also render dependent claims 7-11, 18-19, and 26-27 patentable as having all of the limitations of the independent claims.

The Examiner further rejected claim 20 in view of the disclosure of Ronen. As discussed above, Ronen does not disclose an Internet access account holder. Accordingly, claim 20 is not anticipated by Ronen, and dependent claims 21-23 are patentable as including all of the limitations of claim 20.

### **Rejections under 35 U.S.C. § 103**

#### **Rejection over Ronen In View Of Grassle.**

The Examiner has rejected dependent claims 4, 11, 15, and 23 as being obvious over the disclosure of Ronen in view of Grassle. Just as Ronin, Grassle fails to provide a means for a server to reach an unknown Internet access account holder. Grassle only discloses a system by which a parent may set up an account for his child to communicate with him, by voluntarily disclosing his identity to the web site. Grassle does not disclose a server that can communicate with the parent, without knowing who the parent is in advance. Accordingly, these dependent claims are patentable because of the Internet access account holder limitation.

#### **Rejection Over Ronen In View Of McClain et al.**

The Examiner has rejected dependent claims 7, 10, 18, and 26 as being obvious over the disclosure of Ronen in view of McClain. Just as Ronin, Grassle fails to provide a means for a server to reach an unknown Internet access account holder. Accordingly, these dependent claims are patentable because of the Internet access account holder limitation.

#### **Rejection Over Ronen In View Of Forlenza et al.**

The Examiner has rejected dependent claim 9 as being obvious over the disclosure of Ronen in view of Forlenza et al. Again, Just as Ronin, Grassle fails to provide a means for a

server to reach an unknown Internet access account holder. Accordingly, this dependent claim is patentable because of the Internet access account holder limitation.

### **Conclusion**

It is respectfully submitted that the subject application is in condition for allowance, and a Notice of Allowance is earnestly solicited.

Check No. 091323 in the amount of \$905 is included with this submission. However, should any further fee be needed, please charge our Deposit Account No. 23-0920, and deem this paper to be the required petition.

Respectfully submitted,

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By: 

Erik B. Flom, Esq.  
Registration No. 41,021

WELSH & KATZ, LTD.  
120 South Riverside Plaza  
22<sup>nd</sup> Floor  
Chicago, Illinois 60606  
Telephone: 312/655-1500  
Facsimile: 312/655-1501

Attachments: Check No. 099081